

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

IN THE MATTER OF:)	
	)	Docket Number:
)	
Company Vehicle Operations	)	SETTLEMENT AGREEMENT
2901 Tyler Road	)	AND COVENANT NOT TO SUE
Ypsilanti, Michigan	)	UNDER THE AUTHORITY OF THE
	)	COMPREHENSIVE ENVIRONMENTAL
ARM Holdings	)	RESPONSE, COMPENSATION AND
PURCHASER	)	LIABILITY ACT OF 1980,
)	
International Turbine Industries	)	42 U.S.C. § 9601 <i>et seq.</i> , AS AMENDED, AND
LESSEE	)	THE SOLID WASTE DISPOSAL ACT,
	)	42 U.S.C § 6901, <i>et seq.</i> , AS AMENDED
)	

I. INTRODUCTION

1. This Settlement Agreement and Covenant Not to Sue ("Settlement Agreement") is made and entered into by and between the United States Environmental Protection Agency ("EPA") ARM Holdings ("The Purchaser"), and International Turbine Industries ("The Lessee") (collectively the "Parties"). ARM Holdings and International Turbine Industries are collectively referred to as "the Settling Parties". This Settlement Agreement relates to the Willow Run Site, located in Ypsilanti, Michigan.

2. This Settlement Agreement is entered into pursuant to (1) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601, *et seq.*, and (2) the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid

Waste Amendments of 1984 (“RCRA”), 42 U.S.C. § 6901, *et seq.* The authority of the Administrator of EPA has been delegated to the Regional Administrators of the EPA, and further delegated to the Director, Superfund Division, Region 5 and the Director, Land and Chemicals Division, Region 5. The Settling Parties consent to and will not object to the United States’ jurisdiction to enter into this Settlement Agreement or implement its provisions.

3. The Deputy Chief of the Environmental Enforcement Section, Environment and Natural Resources Division, United States Department of Justice, approves this Settlement Agreement pursuant to the authority of the Attorney General to settle claims of the United States, which, in the circumstances of this settlement, has been delegated to the Deputy Chief of the Environmental Enforcement Section, Environment and Natural Resources Division.

4. The Settlement Agreement is also subject to the terms of the Environmental Response Trust Consent Decree and Settlement Agreement entered by the United States Bankruptcy Court for the Southern District of New York in *In re: Motors Liquidation Company, et al., f/k/a General Motors Corp., et al.*, Case No. 09-50026 (REG) (“the General Motors Consent Decree” or “Consent Decree”) (*See* Appendix 1). Under the terms of the Consent Decree, certain properties and other assets of General Motors Corp., including the Site, were placed into the Revitalizing Auto Communities Environmental Response (“RACER”) Trust, an environmental response trust, in order to be cleaned up and positioned for redevelopment. The provisions of this Settlement Agreement rely on the unique facts and circumstances of the General Motors Consent Decree and nothing in this Settlement Agreement shall be treated as having any

precedential value in any other agreements between EPA and prospective purchasers of sites that may be subject to the requirements of CERCLA and/or RCRA.

5. The Site is currently owned by the RACER Trust and due to the unique circumstances of the General Motors Corp. bankruptcy matter, if a prospective purchaser of sites subject to the General Motors Consent Decree determines that other statutory protections are not sufficient to address its liability concerns, Paragraph 69 of the General Motors Consent Decree provides that EPA shall select a liability clarification tool, including entering into prospective purchaser agreements, in order to address the liability concerns of prospective purchasers regarding the existing contamination on sites formerly owned by the General Motors Corp.

6. The Site - EPA ID# MID005356795 (RCRA Corrective Action) EPA ID # MIK468293311 (generator only status), is located in the Township of Ypsilanti and consists of approximately 22 acres of vacant land that was formerly occupied by General Motors Corporation.

7. Purchaser, ARM Holdings, is a limited liability company doing business in the State of Michigan. The Lessee, International Turbine Industries, is an Ypsilanti-based limited liability company. The Purchaser and Lessee have the same owner. The Lessee has its current base of operations located across the street from the Site and is a full-service FAA-approved overhaul, repair, inspection, and test cell facility for jet engines. Purchaser intends to lease the Site to the Lessee for an expansion of Lessee's operations, and both have requested entry into a prospective

purchaser agreement pursuant to Paragraph 69 of the General Motors Consent Decree.

8. The Parties agree to undertake all actions required by the terms and conditions of this Settlement Agreement. The purpose of this Settlement Agreement is to settle and resolve, subject to reservations and limitations contained herein in Sections V (Access/Cooperation), VI (Due Care), VII (Certification), VIII (United States' Covenant Not to Sue), IX (Reservation of Rights), and XIV (Transfer of Settlement Agreement), the potential liability of the Settling Parties for the Existing Contamination at the Site which could otherwise result from Purchaser's purchase of and Lessee's operation at the Site.

9. The Parties agree that the Settling Parties' entry into this Settlement Agreement, and the actions undertaken by the Settling Parties in accordance with the Settlement Agreement, do not constitute an admission of any liability by the Settling Parties. The resolution of any potential liability of the Settling Parties in exchange for the provisions and obligation undertaken by the Settling Parties in this Settlement Agreement is of a substantial benefit to EPA and is deemed to be in the public interest.

II. DEFINITIONS

10. Unless otherwise expressly provided herein, terms used in this Settlement Agreement which are defined in CERCLA and/or RCRA, or in regulations promulgated under CERCLA and/or RCRA shall have the meaning assigned to them in CERCLA and/or RCRA or in such regulations, including any amendments thereto.

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601-9675.

b. "Day" shall mean a calendar day unless expressly stated to be a business day. "Business day" shall mean a day other than a Saturday, Sunday, or federal holiday. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next business day.

c. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XVI (Effective Date).

d. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.

e. "Existing Contamination" shall mean:

- i. any Waste material present or existing on or under the Site as of the effective date of this Settlement Agreement;
- ii. any Waste material that migrated from the Site prior to the effective date of this Settlement Agreement; and
- iii. any Waste material presently at the Site that migrates onto, under, or from the Site after the effective date of this Settlement Agreement.

f. "General Motors Consent Decree" shall mean the Environmental Response Trust Consent Decree and Settlement Agreement Among Debtors, the Environmental Response Trust Administrative Trustee, the United States, fourteen States and the Saint Regis Mohawk Tribe, entered in *In re: Motors Liquidation Co., et al., f/k/a General Motors Corp., et al.*, Case No. 09-

50026 (REG) in the United States Bankruptcy Court for the Southern District of New York on March 31, 2011, a copy of which is attached as Appendix 1.

g. “Lessee” shall mean International Turbine Industries, a limited liability corporation and its officers, directors, and employees.

h. “MDEQ” shall mean shall mean the Michigan Department of Environmental Quality and any of its successor departments or agencies.

i. “Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or a lower case letter.

j. “Parties” shall mean the United States, the Lessee and the Purchaser.

k. “Purchaser” shall mean ARM Holdings, a limited liability corporation and its officers, directors, and employees.

l. “RACER” or “RACER Trust” shall mean the Revitalizing Auto Communities Environmental Response Trust which was established by the United States Bankruptcy Court in 2011 and formed under the laws of the State of New York to clean up and position for redevelopment properties and other facilities that were owned by the former General Motors Corp. before General Motors Corp.’s bankruptcy in 2009.

m. “RCRA” shall mean the Solid Waste Disposal Act of 1976 (also known as the Resource Conservation and Recovery Act), as amended by the Hazardous and Solid Waste Amendments of 1984 , 42 U.S.C. §6901-6992(k).

n. “Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

o. “Settling Parties” shall mean ARM Holdings and International Turbine Industries.

p. "Settlement Agreement" shall mean this Settlement Agreement and Covenant Not to Sue and all appendices attached hereto (listed in Section XIX of this Settlement Agreement). In the event of conflict between this Settlement Agreement and any appendix, this Settlement Agreement shall control.

q. "Site" shall mean Company Vehicle Operations Site at 2901 Tyler Road in Ypsilanti, Michigan, as depicted in Appendix 2 of the Settlement Agreement, and comprising approximately 22 acres.

r. "United States" shall mean the United States of America, its departments, agencies, and instrumentalities.

s. "Waste material" shall mean (i) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (ii) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (iii) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (iv) any "hazardous waste" under Section 1004(5) of RCRA, 42 U.S.C. § 6903(5). **III. STATEMENT OF FACTS** 11.

The Site that is the subject of this Settlement Agreement is a part of the previously operating General Motors Corporation North American Operations, at 2901 Tyler Road, Ypsilanti, Michigan known as Company Vehicle Operations (the "Site"). The Site is located at 2901 Tyler Road in the Township of Ypsilanti, Michigan. The EPA identification number for the RCRA corrective action responsibilities at the Site is # MID005356795.

12. In June 2009, the former General Motors Corporation ("General Motors Corp.") filed for Chapter 11 reorganization bankruptcy, and subsequently emerged as two new companies. The

first of these two new companies, General Motors LLC, purchased the “General Motors” name and certain assets of General Motors Corp. and now operates automobile manufacturing plants in Michigan, Ohio, Indiana, Illinois, and Wisconsin. The second company, Motors Liquidation Company (“MLC”), retained all of the assets that General Motors LLC did not purchase, as well as the liabilities. This included many properties, including the Site.

13. In March 2011, the bankruptcy court approved MLC’s plan of liquidation (“Plan”). On the effective date of the Plan, 89 sites were placed into an Environmental Response Trust (the “Trust”) administrated by RACER, as defined in Section II, above. Pursuant to the terms of the Plan and the Trust, specific amounts of funds were set aside for each property in the Trust to address environmental contamination at the specific property. RACER has worked and currently works with Federal and State environmental agencies to review, approve and undertake response actions to address the contamination at each property, including the Site. The State of Michigan is the lead agency for the Site and has overseen and will continue to oversee the work conducted by RACER until completion.

14. The Site was originally a portion of the larger Willow Run Assembly Plant (WRAP), where various manufacturing operations were performed. General Motors Corp. sold the WRAP in 1997 and used 22 acres known as Company Vehicle Operations (the “Site”) until 2010 for the maintenance of company cars. The Site is currently owned by RACER Trust and is comprised of one approximately 25,000 sq ft building and parking lot. RACER is not currently conducting business operations at the Site. The majority of the Site is paved and fenced. The

area not paved is a grassy bank of Tyler Pond which is not accessible from the road. The Site is zoned as industrial. Investigations conducted by General Motors Corp. included soil, groundwater, non-aqueous phase liquid (NAPL) soil gas, indoor air and geophysical testing. These investigations have identified buried debris and impacts that consist primarily of chlorinated volatile organic compounds and some areas of polychlorinated biphenyls. Past remedial actions undertaken by General Motors Corp. have included limited soil removals, installation of sheet pile wall, chemical oxidation and enhanced biodegradation groundwater treatments, groundwater and NAPL recovery. RACER Trust has and is performing additional investigation activities, dense NAPL recovery and groundwater capture, treatment and discharge to prevent groundwater from overflowing the sheet pile wall. Future anticipated Site controls include: limiting use to non-residential; preventing groundwater usage; maintaining appropriate cover material over certain portions; managing soil properly; operation of a sub slab depressurization system beneath the existing building; and requiring evaluation and possible mitigation of potential vapor intrusion to any new buildings.

15. The Settling Parties represent and, for the purposes of this Settlement Agreement, the EPA relies on the Settling Parties' representation that they have had no direct involvement in any prior use, contamination or remediation of the Site.

IV. SETTLEMENT AGREEMENT

16. Based on the General Motors Consent Decree, the work that has been and is being conducted by RACER pursuant to the Plan, and in consideration of and exchange for the United States' Covenant Not to Sue in Section VIII of this Settlement Agreement, the Settling Parties agree to comply with all provisions of this Settlement Agreement, including, but not limited to, Sections V (Access/Cooperation), VI (Due Care), and VII (Certification) of this Settlement Agreement and Paragraph 73 of the GM Consent Decree, which is attached as Appendix 1.

17. Nothing in this Settlement Agreement would require the Settling Parties to undertake any on-going or planned response actions at the Site that are funded by and/or undertaken by RACER, so long as the Settling Parties comply with the requirements of Sections V and VI.

V. ACCESS/COOPERATION

18. Commencing upon the date that it acquires title to the Site, the Settling Parties shall provide access to the Site that will include the right of the EPA, MDEQ, their authorized officers, employees, representatives, and all other persons performing response actions under the EPA's or MDEQ's oversight and/or under direction of these entities, to an irrevocable right of access at all reasonable times to the Site and to any property to which access is required for the implementation of the response action at the Site, to the extent such other property is controlled by the Settling Parties, for the purposes of performing and overseeing response actions at the Site. The EPA agrees to provide reasonable notice to the Settling Parties of the timing of its own actions to be undertaken at the Site. Notwithstanding any provision of this Settlement

Agreement, the EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulation, including any amendments thereto.

19. The Settling Parties shall comply with any and all land use restriction and institutional controls on the Site. If the Site is transferred to the Purchaser before RACER has finalized all necessary restrictive covenants, the Purchaser shall file with Washtenaw County and/or other appropriate units of government all required deed notices and restrictive covenants developed and required by the EPA. These restrictions will include a prohibition on the use of groundwater, limiting land use to non-residential, and restrictions on disturbing any cover of contaminated soil in certain areas of the Site unless replaced with equivalent cover.

20. Purchaser shall ensure that assignees, successors in interest, lessees, and sublessees of the Site shall provide the same access and cooperation, including implementing institutional controls. Further, Purchaser shall ensure that a copy of this Settlement Agreement is provided to any current lessees or sublessee on the Site as of the Effective Date and shall ensure that any subsequent leases, subleases, assignments, or transfers of the Site or an interest in the Site are consistent with this Section and Section XI (Parties Bound).

VI. DUE CARE

21. The Settling Parties shall exercise due care at the Site with respect to the Existing Contamination and comply with, all applicable local, State, and federal laws and regulations, and

all applicable restrictive covenants and deed restrictions. If the Settling Parties, their contractors and/or subcontractors encounter any Existing Contamination during its construction and/or operations on the Site, it/they must handle, excavate, and dispose of any encountered Existing Contamination in accordance with all applicable federal and State law. Prior to taking any action with regard to Existing Contamination, the Settling Parties shall notify the EPA and MDEQ. If a new building is constructed on the Site, the Settling Parties will either install a vapor mitigation system in the new building or undertake an investigation to determine that no such system is needed. The Settling Parties shall notify the EPA and MDEQ of the option implemented at the new building.

22. In the event the Settling Parties become aware, after the Effective Date, of any action or occurrence which causes or threatens a release of Waste material at or from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, and such action or occurrence is not being addressed with funds from the Trust, the Settling Parties shall immediately take all appropriate action to prevent, abate, or minimize such release or threat of release. In the event that the Settling Parties fail to take appropriate response action as required by this Paragraph, and the EPA takes such action instead, the Settling Parties shall reimburse the EPA all costs of the response action not inconsistent with the National Contingency Plan ("NCP"), 40 C.F.R. 300. Further, in addition to complying with any applicable notification requirements under Section 103 of CERCLA, 42 U.S.C. § 9603, or any other law, regardless of the cause of the release, the Settling Parties will immediately notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, as well as

the EPA contacts listed in Section XV (Notices and Submissions) of this Settlement Agreement, of any release at the Site that they become aware of.

23. Nothing in the preceding Paragraphs or in this Settlement Agreement shall be deemed to limit any authority of the United States (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste material on, at, or from the Site, or (b) to direct or order such action, or seek an order from the Court, to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste material on, at, or from the Site, subject to Section VIII of this Settlement Agreement (United States' Covenant Not to Sue).

24. The Settling Parties agree to cooperate fully with the EPA and MDEQ in the on-going implementation of response actions, corrective action, and environmental monitoring at the Site under the terms, provisions and limitations set forth in the General Motors Consent Decree. The Settling Parties further agree not to interfere with such activities. The Settling Parties recognize that the implementation of response actions at the Site may interfere with the Lessee's use of the Property. The EPA agrees, consistent with its responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Lessee's operations by such entry and activities.

25. The Settling Parties shall not treat, store, or dispose of Waste material at the Site, or release or cause the release of such Waste material on, to, or from the Site, except in compliance with applicable law.

VII. CERTIFICATION

26. By entering into this Settlement Agreement, the Settling Parties certify that to the best of their knowledge and belief they have fully and accurately disclosed to the EPA all information known to the Settling Parties and all information in the possession or control of their officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of Waste material at or from the Site and to their qualification for this Settlement Agreement. The Settling Parties also certify that to the best of their knowledge and belief they have not caused or contributed to a release or threat of release of Waste material at the Site. If the United States determines that information provided by the Settling Parties is not materially accurate and complete, this Settlement Agreement, within the sole discretion of the United States, shall be null and void and the United States reserves all rights it may have.

VIII. UNITED STATES' COVENANT NOT TO SUE

27. Subject to the Reservation of Rights in Section IX of this Settlement Agreement, the United States covenants not to sue or take any other civil or administrative action against the Settling Parties for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to Sections 106 or 107(a) of CERCLA, 42 U.S.C. §§ 9606 or 9607(a), or Sections

3008(h) or 7003 of RCRA, 42 U.S.C. §§ 6928(h) or 6973, with respect to the Existing Contamination. These covenants not to sue extend only to the Settling Parties and do not extend to any other person.

IX. RESERVATION OF RIGHTS

28. The covenant not to sue set forth in Section VIII above does not pertain to any matters other than those expressly specified in Section VIII of this Settlement Agreement (United States' Covenant Not to Sue). The United States reserves, and the Settlement Agreement is without prejudice to, all rights against the Settling Parties with respect to all other matters, including but not limited to the following:

- (a) liability for a failure by the Settling Parties to meet a requirement of this Settlement Agreement, including but not limited to Section V (Access/Cooperation), and Section VI (Due Care) of this Settlement Agreement;

- (b) any liability resulting from future releases of Waste material, at or from the Site caused or contributed to by the Settling Parties, their successors, assignees, lessees, or sublessees;

- (c) any liability resulting from the exacerbation by the Settling Parties, its successors, assignees, lessees, or sublessees of Existing Contamination;

- (d) any liability resulting from the release or threat of release of Waste material at the Site after the Effective Date of this Settlement Agreement that are not within the definition of Existing Contamination;

- (e) criminal liability;

(f) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessment; and

(g) liability for violations of local, State or federal law or regulations.

29. With respect to any claim or cause of action asserted by the United States, the Settling Parties shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.

30. Nothing in this Settlement Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the United States may have against any person, firm, corporation or other entity not a party to this Settlement Agreement.

31. Nothing in this Settlement Agreement is intended to limit the right of the EPA to undertake future response actions at the Site or to seek to compel parties other than the Settling Parties to perform or pay for response actions at the Site. Nothing in this Settlement Agreement shall in any way restrict or limit the nature or scope of response actions which may be taken or be required by the EPA in exercising its authority under federal law. The Settling Parties acknowledge that they are purchasing/operating on the Site where response actions may be required.

X. THE SETTling PARTIES' COVENANT NOT TO SUE

32. In consideration of the United States' Covenant Not To Sue in Section VIII of this Settlement Agreement, the Settling Parties hereby covenant not to sue and not to assert any claims or causes of action against the United States, its authorized officers, employees, or representatives with respect to the Site or this Settlement Agreement, including but not limited to, any direct or indirect claims for reimbursement from the Hazardous Substance Superfund through CERCLA Sections 106(b)(2), 111, 112, 113, or any other provision of law; any claim against the United States, including any department, agency or instrumentality of the United States under CERCLA Sections 107 or 113 related to the Site; Section 7002(a) of RCRA; or any claims arising out of response activities at the Site, including claims based on the EPA's oversight of such activities or approval of plans for such activities.

33. The Settling Parties reserve, and this Settlement Agreement is without prejudice to, actions against the United States based on negligent actions taken directly by the United States, not including oversight or approval of the Settling Parties' plans or activities, that are brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

34. Except as provided in this Section, the Settling Parties reserve the right to assert any defenses available to them under applicable law.

XI. PARTIES BOUND

35. This Settlement Agreement shall apply to and be binding upon the United States and shall apply to and be binding upon the Settling Parties, their officers, directors, and employees. The United States' Covenant Not to Sue in Section VIII and Contribution Protection in Section XVII of this Settlement Agreement shall apply to the Settling Parties and their officers, directors, or employees to the extent that the alleged liability of the officer, director, or employee is based on its status and in its capacity as an officer, director, or employee of the Settling Parties, and not to the extent that the alleged liability arose independently of the alleged liability of the Settling Parties. Each signatory of a Party to this Settlement Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to legally bind such Party.

XII. DISCLAIMER

36. This Settlement Agreement in no way constitutes a finding by the EPA as to the risks to human health and the environment which may be posed by contamination at the Site nor constitutes any representation by the EPA that the Site is fit for any particular purpose.

XIII. DOCUMENT RETENTION

37. The Settling Parties agree to retain and make available to the EPA all site studies and investigations, and documents relating to operations at the Site, for at least ten years, following the effective date of this Settlement Agreement unless otherwise agreed to in writing by the Parties. At the end of ten years, the Settling Parties shall notify the EPA of the location of such

documents and shall provide the EPA with an opportunity to copy any documents at the expense of the EPA.

XIV. NOTICES AND SUBMISSIONS

38. Documents that must be submitted under this Settlement Agreement shall be sent by overnight delivery or certified mail, return receipt requested, to the following addressees or to any other addressees which the Settling Parties and the EPA, designate in writing:

As to the EPA:

Laura Lodisio
Remediation and Reuse Branch
Land and Chemicals Division
United States Environmental Protection Agency
77 West Jackson Blvd., mail code: LU-9J
Chicago, Illinois 60604-3590
Phone: (312) 886-7090
E-mail: lodisio.laura@epa.gov

Peter Felitti
Assistant Regional Counsel
United States Environmental Protection Agency
77 West Jackson Blvd., mail code: C-14J
Chicago, Illinois 60604-3590
Phone: (312) 886-5114
FAX: (312) 692-2495
E-mail: felitti.peter@epa.gov

As to the Settling Parties:

Mark Andrews
International Turbine Industries (ITI)
2890 Tyler Road
Ypsilanti, Michigan 48198
(734) 485-1276 ext 23

XV. EFFECTIVE DATE

39. The Effective Date of this Settlement Agreement shall be the date upon which the EPA issues written notice to the Settling Parties that the EPA has fully executed the Settlement Agreement after review of and response to any public comments received.

XVI. TERMINATION

40. If any Party believes that any or all of the obligations under Section V (Access/Cooperation) are no longer necessary to ensure compliance with the requirements of the Settlement Agreement, that Party may request in writing that the other Party agree to terminate the provision(s) establishing such obligations; provided, however, that the provision(s) in question shall continue in force unless and until the Party requesting such termination receives written agreement from the other party to terminate such provision(s).

XVII. CONTRIBUTION PROTECTION

41. With regard to claims for contribution against the Settling Parties, the Parties hereto agree that this Settlement Agreement is an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that the Settling Parties are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2) and 122(h)(4), 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for “matters addressed” in this Settlement Agreement. The matters addressed in this Settlement Agreement are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or any other person with respect to the Existing Contamination.

42. Each Settling Party agrees that with respect to any suit or claim for contribution brought by it for matters related to this Settlement Agreement, it will notify the United States in writing no later than 60 days prior to the initiation of such suit or claim.

43. Each Settling Party also agrees that with respect to any suit or claim for contribution brought against it for matters related to this Settlement Agreement, it will notify in writing the United States within 10 days of service of the complaint on it.

XVIII. APPENDICES

44. a. Appendix 1 is the General Motors Consent Decree, as defined in Section II.
- b. Appendix 2 is a map of the Site, as defined in Section II.

XIX. PUBLIC COMMENT

45. This Settlement Agreement shall be subject to notice in the Federal Register and a thirty-day public comment period, after which the EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations that indicate this Settlement Agreement is inappropriate, improper, or inadequate.

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



Richard A. Karl

Director

Superfund Division

U.S. EPA Region 5

3/28/2014

Date

IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:



Margaret M. Guerriero

Director

Land and Chemicals Division

U.S. EPA Region 5

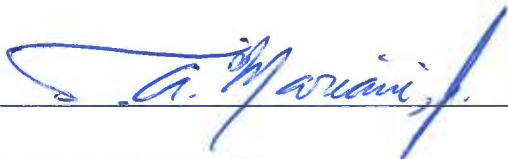
3/26/2014

Date

IT IS SO AGREED:

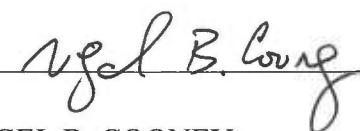
UNITED STATES DEPARTMENT OF JUSTICE

BY:

 5/21/2014

THOMAS A. MARIANI
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

BY:

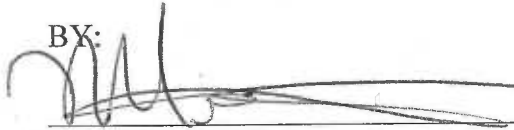
 5/21/2014

NIGEL B. COONEY
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

IT IS SO AGREED:

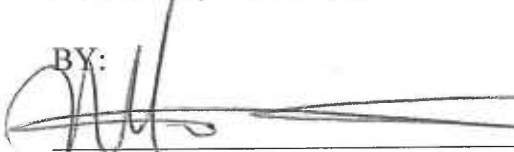
ARM Holdings

BY:

 Mark Andrews 2/28/2014
THE PURCHASER Date

International Turbine, Industries

BY:

 Mark Andrews 2/28/2014
THE LESSEE Date